

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Myriad International Marketing, LLC 7309 W. 80th St., #400 Overland Park, KS 66204	2. Registration No. 6549
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3. Name of Foreign Principal Visit Victoria	4. Principal Address of Foreign Principal 2029 Century Park East, Suite 3150 Los Angeles, CA 90067
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5. Indicate whether your foreign principal is one of the following:

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Tourism Branch

b) Name and title of official with whom registrant deals
David Evans, Regional Director, The Americas

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 28, 2021	Misti Borchers, VP, Director of Accounting Operations	/s/ Misti Borchers eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Myriad International Marketing, LLC	2. Registration No. 6549
3. Name of Foreign Principal Visit Victoria	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide strategic planning, account management, administration for marketing, media and communications efforts and events/activities to promote tourism and increase visitors to Victoria.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to #7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 28, 2021	Misti Borchers, VP, Director of Accounting Ops	/s/ Misti Borchers eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Date 4/13/2021



Master Services Agreement

Visit Victoria Limited
ACN 611 725 270
and

Myriad International Marketing, LLC
Fed Tax ID 81-4471826

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Master Services Agreement

Dated //

Parties

Name	Visit Victoria Limited
ACN	611 725 270
Short name	Visit Victoria
Notice details	David Evans Email: david.evans@visitvictoria.com.au Attention: David Evans, Regional Manager Americas
Name	Myriad International Marketing, LLC
	Fed Tax ID 81-4471826
Short name	Contractor
Notice details	Julie Averay Cuesta Email: jcuesta@myriadmarketing.com Attention: Julie Averay Cuesta, EVP Managing Director

Background

- A. On Monday, 21 September 2020 Visit Victoria issued the RFT seeking tenders from suitably qualified persons to provide the Services to Visit Victoria.
- B. The Contractor responded to the RFT by submitting the Tender.
- C. In the Tender, the Contractor represented to Visit Victoria that it has the skills, resources and experience necessary to perform the Services to the standard required by Visit Victoria.
- D. In reliance on the representations made by the Contractor in its Tender and during the RFT process, Visit Victoria has agreed to appoint the Contractor to perform the Services on the terms and conditions of this Agreement.

Agreed Terms

1. Definitions

In this Agreement unless expressed or implied to the contrary:

Agreement means this agreement between Visit Victoria and the Contractor, comprising the documents specified in clause 28.1.

Approved Quote means a Quote approved by Visit Victoria under clause 5.5.1.

Authority means any Commonwealth, State or municipal statutory or government body or organisation or any non-government body or organisation (and their respective departments, agencies, authorities or officers or representatives) which has authority or jurisdiction over:

- (a) all or part of the Services; or
- (b) Visit Victoria or the Contractor.

Business Day means Monday to Friday excluding public holidays in Melbourne, Victoria, Australia.

Change in Control means any act, event or circumstance that results in or causes any variation, amendment or modification to the Control of the Contractor, where Control has the meaning given in section 50AA(1) of the Corporations Act.

Claims includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgments either at law (including negligence) or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses.

Code of Practice means a code of practice as defined in, and approved under, the PDP Act.

Commission means any commission, money, payment, inducement, gift or other thing of value (including any disclosed or undisclosed commission, rebate, allowance or other benefit).

Complete Retainer Services means the Services described in the item 3 in Schedule 2.

Conflict of Interest includes any perceived or actual conflict between the duties of the Contractor or any of its Personnel under this Agreement and any duties of the Contractor or any of its Personnel to any third party or any personal, business, financial or other interest that the Contractor or any of its Personnel may have in relation to the Services (of any part of the Services).

Consequential Loss means loss or damage caused by a breach of contract, tort (including negligence), under statute or any other basis at law or equity limited to either:

- (a) loss of, or diminution in, profits, revenue, overhead recovery, savings or anticipated savings; and
- (b) loss of, or denial of, opportunity, anticipated or future business or anticipated or future contract or custom.

Contract Manager means the contract manager for each party, as described in Item 4 of Schedule 1 (or varied by either party under clause 12.1.3).

Contractor Material means all Material which is used by the Contractor for the purpose of this Agreement which was created, developed or produced independently of this Agreement.

Corporations Act means the *Corporations Act* 2001 (Cth).

Dispute means a dispute between the parties arising under or in connection with this Agreement.

Dispute Notice means a notice setting out details about a Dispute that is given under clause 24.1.

Existing Material means the Contractor Material and the Visit Victoria Material.

Expenses means any reasonable and necessary costs and expenses incurred by the Contractor in performing the Services, excluding the costs and expenses specified in clause 5.7.

Fees means the fees payable by Visit Victoria to the Contractor for performance of the Services in accordance with this Agreement, as described in clause 9.1.1.

Indemnified Party means Visit Victoria and its directors, officers, employees and agents.

Information Commissioner means the Victorian Privacy Commissioner or their equivalent under other Privacy Laws.

Initial Term means the term described in Item 2 of Schedule 1.

Information Privacy Principles means the information privacy principles set out in the PDP Act.

Insolvency Event means any of the following events:

- (a) the Contractor, its parent company or ultimate holding company becomes insolvent or unable to pay its debts as they fall due;
- (b) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Contractor or its parent company or ultimate holding company or a party or its parent or ultimate holding company enters into a scheme of arrangement with its creditors or is wound up;
- (c) the Contractor, its parent company or ultimate holding company assigns any of its property for the benefit of creditors or any class of them;
- (d) an encumbrancee takes any step towards taking possession or takes possession of any assets of the Contractor, its parent company or ultimate holding company, or exercise any power of sale;
- (e) the Contractor, its parent company or ultimate holding company has a judgment or order given against it in an amount exceeding \$10,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given; or
- (f) an act is done or an event occurs which, under the laws from time to time of a country having jurisdiction in relation to the Contractor or its parent company or ultimate holding company, has an analogous or similar effect to any of the events in paragraphs (a) to (e) of this definition.

Intellectual Property Rights means all and any patents, patent applications, trade marks, service marks, trade names, domain names registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information or databases, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

Key Personnel means (unless varied under clause 10.7):

- (a) in relation to the Retainer Services, the Personnel of the Contractor specified as such in Item 6 of Schedule 1; and
- (b) in relation to the Project Services, the Personnel of the Contractor specified as such in the applicable Purchase Order Contract.

Law includes, as amended from time to time and whether or not existing at the Start Date, all applicable:

- (a) Regulatory Requirements;
- (b) principles of law or equity; and
- (c) other standards, codes and guidelines to the extent that such other standards, codes and guidelines are relevant to the Services.

Loss means any loss, cost, expense (including legal expenses on a full indemnity basis), damage or liability (including any fine or penalty) whether direct or indirect, present or future, fixed or unascertained, actual or contingent and whether arising under contract (including any breach of this Agreement), in equity (including breach of an equitable duty, breach of confidentiality or breach of fiduciary duty), under statute (including breach of statutory duty to the maximum extent possible), in tort (including for negligence or negligent misrepresentation) or otherwise (including in restitution), but excluding any Consequential Loss.

Marketing Material means all Material created, developed or produced (whether before, on or after the Start Date) by or on behalf of the Contractor (including by its Personnel) in the course of performing, or as part of, the Services or otherwise in performing this Agreement, including:

- (a) data, research, advices, summaries and reports;
- (b) campaign strategies and event activation plans;
- (c) preliminary and final Material used or proposed to be used in providing Services, including preliminary work, rough sketches, trial designs, story boards, layouts, copy commercial material, film, soundtracks, video tapes, audio tapes and transcriptions;
- (d) advertising Materials, ideas, strategies and know-how;
- (e) trade marks, trade names, brands, logos, slogans and other trade indicia;
- (f) internet domain names; and
- (g) any other Material which is the subject of Intellectual Property Rights and which is created, developed or produced by or on behalf of the Contractor in the course of performing, or as part of, the Services.

Material includes documents, papers, models, drawings, materials, transcripts, manuscripts, compositions, photographs, images, cinematographic film, graphic works, visual works, art work, advertising materials, promotional materials, display materials, packaging materials, letterhead, business cards, sales material, brochures, posters, signage, musical works, computer software and programs and consumables.

Moral Right has the meaning given in the *Copyright Act 1968* (Cth).

Optional Terms means the period or periods described in Item 3 of Schedule 1.

PDP Act means the *Privacy and Data Protection Act 2014* (Vic).

Personal Information has the meaning given in the PDP Act.

Personnel includes all directors, employees, officers, agents, consultants, contractors, S Subcontractors and other personnel, and in the case of the Contractor, includes Key Personnel.

Privacy Laws means the Information Privacy Act and any other Law which relates to the privacy, confidentiality or use of any information about individuals and with which Visit Victoria or the Contractor must comply.

Privacy Principles means the Information Privacy Principles.

Project Fee means, for a Project Service, the amount specified in, or calculated in accordance with, the Purchase Order Contract for that Project Service.

Project Services means Services specified by Visit Victoria in a Request for Project Services and approved under clause 5.

Protective Data Security Standard means any standard issued under Part 5 of the PDP Act.

Public Sector Agency has the meaning given in the PDP Act.

Public Sector Data has the meaning given in the PDP Act, to the extent that such data is collected, held, managed, used, disclosed or transferred by the Contractor under or in connection with this Agreement.

Purchase Order Contract means any contract that arises between the Contractor and Visit Victoria for Project Services in accordance with clause 5.5.

Quote means a Quote for the performance of Project Services, as prepared by the Contractor under clause 5.4.

Rate Card means the Contractor's hourly rates for the performance of Services permitted under this Agreement to be provided on a Time and Materials Basis, as set out in paragraph 2 of Schedule 3.

Records means written records produced or created under or in the course of the performance of the Contractor's obligations under this Agreement, including records produced or created by the Contractor or its Personnel.

Reduced Retainer Services means the Services described in the item 2 in Schedule 2.

Regulatory Requirements means any legislation, ordinance, regulation, bylaw, local law, order, proclamation, approval, authorisation, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver and conditions attaching to any of them (as applicable) by any Authority and includes any renewal of, or variation to, any of them.

Retainer Fees means the Fees described in paragraph 1 of Schedule 3.

Retainer Services means the Reduced Retainer Services and the Complete Retainer Services.

Request for Project Services means a brief prepared by Visit Victoria describing the Project Services required by Visit Victoria and including other information as specified in this Agreement.

Required Insurance Policies has the meaning given in clause 22.1.

RFT means the *Visit Victoria Americas Public Relations RFT 2020/0424* Request for Tender, issued on **21 September, 2020**

Service Levels means the objectives and service levels described in the specification in Schedule 2.

Services means the Project Services, the Retainer Services and all services, functions and responsibilities which are incidental to, or otherwise necessary, for the Contractor to perform those Services.

Start Date means the date described in Item 1 of Schedule 1.

Subcontractor means a person engaged as a subcontractor by the Contractor to perform any part of the Services, who is approved by Visit Victoria under clause 11.1.

Taxes means any income (including payroll), land, indirect and other taxes, excise, levies, imposts, deductions, charges, duties, compulsory loadings and withholdings, including withholding payments, financial institutions duty, debits tax or other taxes whether incurred by, paid by return or passed on to another person and includes any interest, penalties, charges, fees, fines or other amounts imposed in respect of any of the above but does not include GST or stamp duty.

Tender means the Contractor's tender issued in response to the RFT dated **21 September, 2020**.

Term means the Initial Term and any Optional Terms exercised by Visit Victoria under clause 2.2.

Third Party IP Claim means a Claim by a third party that Visit Victoria's or its Personnel's use of the Marketing Material, Contractor Material or Third Party Material in accordance with clause 20 infringes their Intellectual Property Rights or Moral Rights.

Third Party Material means Material in which a third party (other than Personnel of the Contractor) has Intellectual Property Rights and which is used by the Contractor for the purpose of this Agreement, including Material such as photographs, pictures, names, likenesses, images, voices, characteristics, endorsements, narration, music, lyrics, text, scripts, illustrations, stock footage, talent and testimonials.

Time and Materials Basis means the basis for calculating Fees payable by Visit Victoria on a 'time and materials' basis having regard to the number of hours worked by Personnel to perform Services and using the hourly rates specified in the Rate Card.

Unsatisfactory Services has the meaning given in clause 7.5.2.

Visit Victoria Confidential Information means all information of Visit Victoria of any nature and in any form, which comes into the Contractor's possession or is made available or otherwise disclosed to the Contractor in connection with this Agreement or Services which is:

- (a) about Visit Victoria or its operations, dealings, organisation, Personnel, business, strategies, ideas, designs, Intellectual Property Rights, trade secrets or know how;
- (b) Visit Victoria Material or Marketing Material;
- (c) designated by Visit Victoria as confidential (including the terms of this Agreement);
- (d) by its nature confidential; or
- (e) information (including Personal Information) of or about Personnel or clients of Visit Victoria,

but excluding information in the public domain (unless in the public domain due to a breach of confidentiality by any person).

Visit Victoria Material means all Material provided by Visit Victoria to the Contractor for the purposes of, or otherwise in connection with, this Agreement, including transparencies, stock, product samples, library and other archival material, but does not include Marketing Material.

2. Term

2.1 Initial Term

This Agreement starts on the Start Date and continues for the Initial Term, unless extended under clause 2.2 or terminated earlier in accordance with its terms.

2.2 Optional Terms

2.2.1 Visit Victoria may extend this Agreement for one or more Optional Terms by giving notice to the Contractor before expiry of the then current Term.

2.2.2 Each Optional Term:

- (a) starts on the date that the then current Term expires; and
- (b) will be on the same term and conditions then in effect unless otherwise agreed between the parties.

3. Appointment

3.1 Appointment

Visit Victoria appoints the Contractor to perform the Services. The Contractor accepts the appointment and agrees to perform the Services for the Term in accordance with the terms and conditions of this Agreement.

3.2 Non-exclusivity

The Contractor acknowledges and agrees that it is not, and will not be, the exclusive provider of the Services or any other services the same as or similar to the Services to Visit Victoria. Nothing in this Agreement is to be taken to imply that Visit Victoria may not acquire services of the same kind as the Services at any time from any other person.

3.3 Relationship

The relationship between Visit Victoria and the Contractor is that of principal and independent contractor. The Contractor does not have any power to obligate or bind Visit Victoria. Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in this Agreement will be deemed to authorise or empower the Contractor to act as agent for Visit Victoria.

4. Services

4.1 Obligation to provide

The Contractor must provide Visit Victoria with:

- 4.1.1 the Retainer Services from the Start Date until the end of the Term in accordance with Schedule 2; and
- 4.1.2 the Project Services as required by Visit Victoria at various times throughout the Term in accordance with clause 5.

4.2 Other work

The Contractor must not provide any other services to Visit Victoria, other than the Services, without the prior written consent of the Visit Victoria Contract Manager.

4.3 Retainer Services

In providing the Retainer Services, the Contractor must:

- 4.3.1 provide Visit Victoria with reasonable assistance and cooperation as Visit Victoria deems necessary in connection with the Retainer Services; and
- 4.3.2 project manage the provision of the Retainer Services.

4.4 Visit Victoria Policies

The Contractor must comply, and must make sure that its Personnel comply, with all Visit Victoria policies and directions when performing the Services, including the [Visit Victoria Code of Conduct policy](#).

4.5 Equipment and facilities

The Contractor must provide all equipment, facilities and other incidental items and materials necessary to perform the Services. All such equipment must be properly maintained and be appropriate for the purpose for which it is used or intended to be used.

4.6 Other contractors

The Contractor must co-operate with other contractors engaged by Visit Victoria as reasonably necessary to ensure that the Services are performed efficiently and safely and otherwise as required under this Agreement.

4.7 Legal expenses

The Contractor is solely responsible for, and must not seek to recover from Visit Victoria, any legal fees or out-of-pocket costs and expenses incurred by it to obtain legal advice, review and clearance for the purpose of ensuring that the Contractor is complying with its obligations under this Agreement.

5. Project Services**5.1 No minimum commitment**

The Contractor acknowledges and agrees that Visit Victoria is not obliged to purchase any, or any minimum volume, of Project Services under this Agreement.

5.2 Approval required

The Contractor must obtain the prior written approval of Visit Victoria in accordance with this clause 5 before providing any Project Services.

5.3 Request for Project Services

5.3.1 If Project Services are required by Visit Victoria, Visit Victoria will provide a Request for Project Services to the Contractor.

5.3.2 A Request for Project Services will include:

- (a) the scope of the Project Services required by Visit Victoria;
- (b) the period by or during which the Project Services are required by Visit Victoria;
- (c) the purpose of the Project Services;
- (d) if applicable, how Visit Victoria wishes the Fees for the Project Services to be calculated; and
- (e) any other requirements or information as determined by Visit Victoria.

5.4 Quote

5.4.1 On receipt of a Request for Project Services from Visit Victoria under clause 5.3, the Contractor must provide Visit Victoria with a Quote for providing the Project Services required by Visit Victoria.

5.4.2 A Quote must be in writing and, to the greatest extent possible, include:

- (a) the Contractor's response to the Request for Project Services, including how the Contractor proposes to perform the Project Services in accordance with Visit Victoria's requirements;

- (b) the Personnel that the Contractor proposes as its Key Personnel for the Project Services;
- (c) the Fees and Expenses (including any supplier or Subcontractor expenses) that will be payable by Visit Victoria for performance of the Project Services, calculated in accordance with any requirements stated by Visit Victoria in the Request for Project Services and Schedule 3 and, as applicable:
 - (i) if the Fee quoted is a fixed Fee or Fee cap, stating that the Fee quoted is a fixed amount for completion of the Project Services; or
 - (ii) if the Fee quoted is on a Time and Materials Basis, setting out the proposed Fee and the number of hours and rates (calculated in accordance with the Rate Card) of the Personnel who will perform the Project Services on which the Fee is based.

5.4.3 All Quotes must remain valid and capable of acceptance for a minimum of 30 days.

5.5 Approval to provide Project Services

- 5.5.1 If Visit Victoria approves a Quote (either as submitted by the Contractor or amended by agreement between the parties), Visit Victoria will provide written approval to the Contractor to commence performance of the Project Services.
- 5.5.2 On receiving an approval from Visit Victoria under clause 5.5.1, a Purchase Order Contract is formed between the parties, and the Contractor must:
 - (a) perform and complete the Project Services in accordance with:
 - (i) the applicable Request for Project Services;
 - (ii) the Approved Quote; and
 - (iii) this Agreement; and
 - (b) not incur Fees or Expenses exceeding the amounts set out in the Purchase Order Contract without obtaining the prior written approval of Visit Victoria.

5.6 Visit Victoria direction

- 5.6.1 Visit Victoria may at any time without cause direct the Contractor by written notice to amend, reject, cancel or stop performance of any Purchase Order Contract or the creation, development or production of any Marketing Material (in whole or in part).
- 5.6.2 On receipt of a notice from Visit Victoria under clause 5.6.1, the Contractor must immediately take all steps necessary to comply with the direction.
- 5.6.3 If Visit Victoria gives notice under clause 5.6.1, Visit Victoria must pay the Contractor all Fees and Expenses payable for Project Services or Marketing Materials completed in accordance with an applicable Purchase Order Contract and with the requirements of this Agreement prior to the date of the notice but will not be liable to pay any other amount or compensation to the Contractor.

5.7 Costs

Visit Victoria is not required to pay or reimburse the Contractor for any of its costs incurred to prepare or negotiate a Purchase Order Contract under this clause 5.

6. Approval process

6.1 Provision of Marketing Material

- 6.1.1 The Contractor must, in a timely manner, provide a draft of any Marketing Material to Visit Victoria for review prior to the Marketing Material being produced in final finished form and must keep Visit Victoria informed at all stages during the design and development of the Marketing Material.
- 6.1.2 The Contractor must ensure that of the final finished form of any Marketing Material is provided to Visit Victoria for approval within the timeframes required by Visit Victoria in a Purchase Order Contract or as otherwise notified by Visit Victoria.

6.2 Notice of rejection

Visit Victoria will give written notice to the Contractor after receipt of any Marketing Material in final and finished form under clause 6.1 stating either that:

- 6.2.1 Visit Victoria approves the Marketing Material; or
- 6.2.2 Visit Victoria rejects the Marketing Material and the reasons for the rejection.

6.3 Use of Visit Victoria Marketing Material rejected by Visit Victoria

If Visit Victoria rejects any Marketing Material under this clause 6, the Contractor must not use, distribute or display that Marketing Material.

6.4 Resubmission

The Contractor may resubmit Marketing Material previously rejected by Visit Victoria for approval under clause 6.1 provided that the Contractor has addressed the reasons given by Visit Victoria for its rejection (if any).

6.5 Costs

If Marketing Material is rejected by Visit Victoria due to a breach of this Agreement by the Contractor, the Contractor is not entitled to any Fee or reimbursement for any Expenses connected with the Marketing Material and must, as a debt due and payable to Visit Victoria, reimburse Visit Victoria for any Loss suffered by Visit Victoria in connection with the rejection, including any internal or external costs incurred by Visit Victoria in relation to the Marketing Material.

6.6 Accuracy

Notwithstanding any approval given by Visit Victoria under clause 6.2.1, the Contractor is responsible for the accuracy, completeness, rights to use, proprietary and truth of all Marketing Material, except to the extent that the Marketing Material includes Visit Victoria Material or information provided by Visit Victoria.

6.7 Authority

Visit Victoria's written approval of Marketing Material given under this clause 6 will constitute an authority for the Contractor to use the Marketing Material in the manner specifically approved by Visit Victoria.

7. Managing performance of the Services

7.1 Continuous improvement

The Contractor must use its reasonable endeavours to:

- 7.1.1 work with Visit Victoria to add value in performing the Services;
- 7.1.2 seek to reduce costs to Visit Victoria of performing the Services and to improve processes affected by the Services;
- 7.1.3 research and implement suitable processes of continuous improvement in all aspects of the Services; and
- 7.1.4 take the initiative to be proactive in improving and refining the process for delivery and performance of the Services.

7.2 Service Levels

- 7.2.1 The Contractor must perform the Services to achieve, meet or exceed the Service Levels.
- 7.2.2 The Contractor must track, monitor and report to Visit Victoria its performance against the Service Levels on a quarterly basis. Each report must be received by Visit Victoria within 5 Business Days of the end of the quarter being reported on.

7.3 Performance standards

The Contractor must perform the Services:

- 7.3.1 to completion;
- 7.3.2 in the most cost effective manner;
- 7.3.3 with due skill, diligence, care and consistent with the highest professional and industry standards;
- 7.3.4 in a sound and workmanlike manner;
- 7.3.5 with due expedition and without unnecessary or unreasonable delay; and
- 7.3.6 in accordance with:
 - (a) all applicable Laws; and
 - (b) any reasonable policies, including the Visit Victoria Code of Conduct, given by Visit Victoria from time to time.

7.4 Consultation

- 7.4.1 The parties must act in close consultation and cooperation with each other in relation to the performance of the Services.
- 7.4.2 The Contractor must immediately inform Visit Victoria of any event, activity or incident becoming known to the Contractor that will, or is reasonably likely to, prevent or materially limit the performance of the Services.

7.5 Unsatisfactory Services

- 7.5.1 The Contractor must immediately notify Visit Victoria if it becomes aware of (or suspects) any error or omission in its performance of the Services and must promptly rectify such error or omission at its own cost.
- 7.5.2 Without limiting any other remedy available to Visit Victoria, if the Contractor fails to provide the Services in accordance with this Agreement (**Unsatisfactory Services**), Visit Victoria may direct the Contractor to correct the Unsatisfactory Services within the period stated in the direction and the Contractor must comply with the direction at its own cost.
- 7.5.3 If Unsatisfactory Services are not able to be corrected under clause 7.5.2, Visit Victoria may correct itself, or have corrected by a third party, the Unsatisfactory Services and the Contractor must reimburse Visit Victoria for all costs incurred by Visit Victoria to correct the Unsatisfactory Services.
- 7.5.4 Visit Victoria is not required to pay for any Unsatisfactory Services unless and until those Services are corrected by the Contractor.

8. Visit Victoria's obligations

8.1 Assistance

To the extent reasonably necessary for the Contractor to perform the Services, Visit Victoria will provide Visit Victoria Material and information reasonably requested by the Contractor from time to time in connection with the performance of the Services.

8.2 Notice

- 8.2.1 The Contractor must give written notice to Visit Victoria if it believes that Visit Victoria is not providing, or may not provide, the assistance described in clause 8.1. The notice must specify the extent to and the manner in which the performance of the Services is or will be impacted by non-provision of the assistance.
- 8.2.2 Visit Victoria must respond to a notice given under clause 8.2.1 within a reasonable time and specify what it will do to ensure compliance with its obligations in clause 8.1.

8.3 Visit Victoria Material

Visit Victoria does not provide any warranty or make any representations as to the accuracy of any Visit Victoria Materials.

9. Payment

9.1 Fees

- 9.1.1 The Fees payable by Visit Victoria to the Contractor for the performance of the Services are:
- (a) the Retainer Fees for performance of the Retainer Services; and
 - (b) the Project Fees for the performance of the Project Services, if any.

- 9.1.2 The Fees include all Taxes imposed or levied anywhere in the world in connection with the performance of the Services and all labour, Materials, resourcing and other costs incurred by the Contractor to perform the Services, excluding Expenses incurred in accordance with clause 9.5.
- 9.1.3 Except as expressly provided in this Agreement, the Contractor must not claim any payment for additional amounts based on changes in labour, Material or other resourcing costs, exchange rate changes, changes in Law or any other changes to the costs incurred by the Contractor in acquiring the inputs that it requires to perform the Services.

9.2 Time and Materials Basis

If a Purchase Order Contract permits the Contractor to perform Services on a Time and Materials Basis, the Contractor:

- 9.2.1 may only charge Visit Victoria Fees for the time reasonably spent by its Personnel in performing the Services being provided on a Time and Materials Basis (**T&M Services**), calculated at the rates specified in the Rate Card and not including travel time, holidays or other leave entitlements;
- 9.2.2 must not charge Visit Victoria any amount in excess of the amount of the Fees approved by Visit Victoria in advance as being payable by Visit Victoria for performance of the T&M Services (being as specified in the Purchase Order Contract or as otherwise specified by Visit Victoria in writing) without obtaining Visit Victoria's prior written approval;
- 9.2.3 if and as requested by Visit Victoria, must ensure that its Personnel record daily timesheets recording all T&M Services performed (against specific Project Services and in a form approved by Visit Victoria from time to time) and must provide copies of those timesheets to Visit Victoria with the invoice issued for those Services under clause 9.3; and
- 9.2.4 agrees that its entitlement to payment of any Fees on a Time and Materials Basis is subject to its strict compliance with this clause 9.2.

9.3 Invoicing

- 9.3.1 The Contractor may issue a correctly rendered invoice to Visit Victoria for the Fees payable under this Agreement at the following times:
 - (a) the Retainer Fee, monthly in arrears;
 - (b) a Project Fee, as stated in the applicable Purchase Order Contract; and
 - (c) any Expenses, as stated in clause 9.5.
- 9.3.2 An invoice is correctly rendered for the purpose of this Agreement if the invoice:
 - (a) references this Agreement;
 - (b) is issued at the time permitted by subclause 9.3.1;
 - (c) includes the correct invoice amount;
 - (d) provides a description of the Services performed and a breakdown of the Fees being invoiced;

- (e) includes the correct Visit Victoria purchase order number and Purchase Order Contract (if applicable);
- (f) if reimbursement for an Expense is being sought and if requested by Visit Victoria, substantiates the Expense being claimed and attaches a copy of the paid invoice for the Expense; and
- (g) attaches any other report required under this Agreement.

9.4 Payment of invoices

Subject to the Contractor performing the Services as required by this Agreement and subject to this clause 9, Visit Victoria will pay the Fees within 30 days of receipt of a correctly rendered invoice.

9.5 Expenses

- 9.5.1 Visit Victoria will only reimburse the Contractor for an Expense if the Contractor has obtained written approval from Visit Victoria before the Expense is incurred and if the Contractor has complied with this clause 9.5.
- 9.5.2 The Contractor must invoice Visit Victoria for Expenses in a timely manner so as to enable Visit Victoria to provide the Contractor with funds in sufficient time to obtain any early payment discounts provided by Subcontractors.

9.6 Disputed amounts

If Visit Victoria disputes the invoiced amount (whether in whole or in part), Visit Victoria will pay the undisputed amount (if any) and notify the Contractor of the amount Visit Victoria believes is due for payment. If Visit Victoria and the Contractor cannot agree on the balance of the invoiced amount, the dispute will be managed under clause 24.

9.7 Payment is payment on account only

Payment of an invoice by Visit Victoria is payment on account only and does not constitute approval or acceptance of the Services or any Marketing Materials.

9.8 Set off

- 9.8.1 Any payment or debt owed by the Contractor to Visit Victoria under this Agreement or otherwise or any Loss suffered or incurred by Visit Victoria which, in the reasonable opinion of Visit Victoria, is owed by the Contractor to Visit Victoria under or in connection with this Agreement, may be deducted or set off against amounts payable by Visit Victoria to the Contractor under this Agreement.
- 9.8.2 Visit Victoria will notify the Contractor if making a deduction or set off under clause 9.8.1 when paying the affected invoice.
- 9.8.3 Any deduction or set off will not prevent Visit Victoria from recovering the balance of the payment or debt owed by the Contractor.

10. Personnel

10.1 General

The Contractor must make a reasonable and adequate number of its Personnel available to meet the requirements and deadlines specified by Visit Victoria in relation to the Services.

10.2 Key Personnel

The Contractor must ensure that the Key Personnel:

- 10.2.1 comply with all requirements specified under this Agreement;
- 10.2.2 personally perform the Services specified for those Key Personnel in Item 6 of Schedule 1, or a Purchase Order Contract (in the case of Contractor Personnel providing Project Services);
- 10.2.3 do not engage in any other activity in the course of their employment with or engagement by the Contractor which may, or may be likely to, hinder the conduct of the Services; and
- 10.2.4 are available to meet with Visit Victoria on reasonable notice.

10.3 Unavailability of Key Personnel

The Contractor must inform Visit Victoria as soon as possible if any of the Key Personnel become unavailable for any reason.

10.4 Other Personnel

The Contractor may involve other Personnel in performing the Services, however the Contractor must ensure that the Key Personnel have overall responsibility for performing the Services.

10.5 Suitability of Personnel

The Contractor must ensure that all Personnel have appropriate qualifications, are suitably trained and experienced, are capable of performing the Services and are fully briefed on all requirements for the Services under this Agreement.

10.6 Unacceptable performance

Visit Victoria may require the replacement of any Personnel whose performance it considers is unacceptable by giving written notice to the Contractor.

10.7 Replacement of Personnel

Within 20 Business Days of notifying Visit Victoria of the unavailability of Key Personnel or of receiving a notice from Visit Victoria under clause 10.6, the Contractor must find a replacement of equivalent expertise acceptable to Visit Victoria.

10.8 No acceptable replacement

If the Contractor is unable to provide a replacement employee that is acceptable to Visit Victoria under clause 10.7, Visit Victoria may terminate this Agreement for breach under clause 26.2.1.

10.9 Temporary replacement

The Contractor may, by notice to Visit Victoria, replace any member of the Key Personnel with another of its Personnel if the Key Personnel is temporarily unavailable by reason of sick leave, annual leave, carers leave or similar.

10.10 Leave and benefits

The Contractor:

- 10.10.1 is not entitled to payment from Visit Victoria of any annual leave, sick leave, severance pay, long service leave or other entitlement which any Contractor Personnel member has in respect of his or her employment with or engagement by the Contractor; and
- 10.10.2 accepts responsibility for providing superannuation, sickness and leave benefits and worker's compensation cover in respect of the Contractor Personnel as required by Law.

11. Subcontracting

11.1 Approval

- 11.1.1 The Contractor must not subcontract (or allow a subcontractor to subcontract) the performance of any of its obligations under this Agreement without Visit Victoria's prior written approval. Approval to subcontract does not relieve the Contractor from any liability or obligation under this Agreement.
- 11.1.2 Visit Victoria may revoke its approval of a Subcontractor at any time without cause by giving a minimum of 10 Business Days' notice to the Contractor.
- 11.1.3 If Visit Victoria gives notice under clause 11.1.2, the Contractor must:
 - (a) on receiving the notice, immediately make arrangements to replace the Subcontractor or to perform the work that the Subcontractor was performing itself; and
 - (b) cease using the Subcontractor on or before the revocation of approval taking effect.

11.2 Conditions

The Contractor must:

- 11.2.1 ensure that each Subcontractor it engages is reputable and relevantly experienced and qualified;
- 11.2.2 include in each subcontract that it enters into with a Subcontractor, provisions:
 - (a) that are reasonably necessary to enable the Contractor to fulfil its obligations to Visit Victoria under this Agreement, including provisions equivalent to those in clauses 13, 16, 17, 18, 18.1, 20 and 22;
 - (b) that prohibit further subcontracting by the Subcontractor without the prior written approval of Visit Victoria;
 - (c) that require the Subcontractor to provide all necessary assistance, documentation and information that is required under this Agreement, including access to its facilities, premises, Records and Personnel and assistance with any Disputes; and
 - (d) that permit the Contractor to comply with clause 11.1.2; and

- 11.2.3 provide a copy of any subcontract it has entered into with a Subcontractor to Visit Victoria if requested (with prices removed if the Contractor prefers).

11.3 Liability for Subcontractors

- 11.3.1 To the full extent permitted by Law, the Contractor is liable to Visit Victoria for the acts, defaults and omissions of its Subcontractors as if they were those of the Contractor.

12. Contract management

12.1 Contract Managers

- 12.1.1 Each party must appoint a Contract Manager who will:

- (a) act as the agent for the party he or she is representing on any matter arising out of or in connection with the Services or this Agreement;
- (b) be the first point of contact for any issues and Disputes relating to the operation of this Agreement;
- (c) manage and administer this Agreement on behalf of the party he or she is representing;
- (d) have authority to give and receive notices under this Agreement; and
- (e) act in accordance with this Agreement.

- 12.1.2 The Contract Managers at the Start Date are the persons described in Item 4 of Schedule 1.

- 12.1.3 A party may change its Contract Manager at any time by giving notice to the other party. The notice must include the name, address, phone number and email address of the new Contract Manager.

12.2 Communicating with Visit Victoria

The Contractor must ensure that its Personnel communicate with Visit Victoria through the Visit Victoria Contract Manager on all matters relating to performance obligations.

12.3 Meetings

If requested by Visit Victoria, the Contractor must attend meetings with Visit Victoria to discuss the progress of the Services at the frequency required by Visit Victoria from time to time.

13. Records

13.1 Obligation to maintain

The Contractor must implement and administer a recordkeeping system that maintains complete and accurate Records for all Services provided under this Agreement.

13.2 Storage

The Contractor must securely store and ensure the integrity of all Records during the Term and for a minimum of 7 years after the termination or expiry of this Agreement.

13.3 Access

Without limiting any other clause in this Agreement, the Contractor must, at no cost to Visit Victoria, within 5 Business Days of receiving a request, provide access to the Records and any other information in the Contractor's possession or control which is connected to the Services or this Agreement to Visit Victoria or its designated representatives for any purpose connected with this Agreement.

14. Audit**14.1 Performance of audit**

The Contractor must, on receiving 5 Business Days' notice from Visit Victoria, permit Visit Victoria, or its designated representative, access to the Contractor's facilities and premises, Records and Personnel to perform an audit to the extent necessary to verify:

- 14.1.1 all or any part of the Contractor's fulfilment of its obligations under, or operations relating to the performance of, this Agreement; and
- 14.1.2 that the Fees and Expenses charged by the Contractor are in accordance with this Agreement.

14.2 Audit report

- 14.2.1 Within a reasonable time of performing the audit, Visit Victoria or its representatives will prepare an audit report and may (but are not required to) provide a copy (or an excerpt of the report) to the Contractor.
- 14.2.2 If requested by Visit Victoria, the Contractor must respond to Visit Victoria on all matters raised as issues within an audit report within 5 Business Days of receipt of that audit report or such other period as agreed in writing between the parties.

14.3 Assistance

The Contractor must provide Visit Victoria or its designated representatives with all assistance needed to allow Visit Victoria to access and copy the Records and to interview the Contractor's Personnel as required to perform the audit referred to in clause 14.1, including providing access to office space, computers, telephone and photocopy facilities at the premises.

14.4 Costs

Subject to clause 14.6, each party will bear its own costs in respect of any audit conducted by Visit Victoria under this clause 14.

14.5 Audit recommendations

Where an audit establishes a failure by the Contractor to comply with this Agreement and the Contractor does not dispute that finding, the Contractor must implement Visit Victoria's recommendations as necessary to ensure that the Services continue to be delivered and that the Contractor continues to meet its obligations in accordance with the requirements set out in this Agreement.

14.6 Contractor to reimburse costs

If an audit demonstrates that the Fees charged by the Contractor have exceeded the Fees the Contractor was entitled to charge in accordance with this Agreement (**Excess Fees**), then the Contractor must, on receipt of notice from Visit Victoria:

- 14.6.1 pay or reimburse Visit Victoria its portion of the costs of conducting the audit; and
- 14.6.2 reimburse to Visit Victoria, as a debt due and payable, the amount of the Excess Fees.

15. Conflict of interest

15.1 Notice

The Contractor must promptly notify Visit Victoria if, at any time during the Term, an actual or potential Conflict of Interest arises relating to the performance of any part of the Services by the Contractor or any of its Personnel under this Agreement.

15.2 Rights of Visit Victoria

If the Contractor notifies Visit Victoria under clause 15.1 of an actual or potential Conflict of Interest, or Visit Victoria otherwise becomes aware of an actual or potential Conflict of Interest, Visit Victoria will consult with the Contractor to determine an appropriate course for managing the Conflict of Interest and the Contractor must implement any course of action that Visit Victoria determines appropriate as soon as possible.

15.3 Termination

Visit Victoria may terminate this Agreement under clause 26.2.1 if a Conflict of Interest is not managed or resolved by the Contractor to Visit Victoria's reasonable satisfaction.

16. Compliance with Laws

The Contractor must perform its obligations under this Agreement in compliance with all Laws affecting or applicable to the performance of those obligations.

17. Visit Victoria Confidential Information

17.1 Contractor's duty of confidentiality

The Contractor acknowledges that all Visit Victoria Confidential Information is received in strict confidence. The Contractor must:

- 17.1.1 not use or disclose, or cause or permit the use of or disclosure to any person of, any of the Visit Victoria Confidential Information (or any opinion in respect of it) except as permitted under clause 17.2;
- 17.1.2 keep all Visit Victoria Confidential Information confidential, secure and protected from any use, disclosure or access which is inconsistent with this clause 17;

- 17.1.3 promptly notify Visit Victoria if it suspects, or becomes aware of, any use or disclosure of, or access to, Visit Victoria Confidential Information which is inconsistent with this clause 17;
- 17.1.4 maintain such internal procedures as are necessary to ensure compliance with this clause 17 by the Contractor and its Personnel; and
- 17.1.5 not permit or assist any third person to make use of the Visit Victoria Confidential Information.

17.2 Use and disclosure by the Contractor

Subject to clause 18, the Contractor may:

- 17.2.1 use the Visit Victoria Confidential Information only for the purposes of performing the Services in accordance with this Agreement; and
- 17.2.2 disclose or permit the disclosure of the Visit Victoria Confidential Information only:
 - (a) to its Personnel who are involved in performing the Services or to its legal advisors, auditors, insurance advisors and other advisors who require Visit Victoria Confidential Information to provide information or advice to the Contractor in connection with this Agreement, but only if the Visit Victoria Confidential Information is disclosed on a confidential basis and those persons are advised of the confidential nature of the Visit Victoria Confidential Information; and
 - (b) if required by Law or in connection with any legal proceedings connected to this Agreement, but only after notifying the intended recipient of the obligations of confidence the Contractor owes to Visit Victoria and using reasonable endeavours to have the relevant information disclosed on a confidential basis.

17.3 Personnel

The Contractor must ensure that its Personnel do not do or omit to do anything which, if done by the Contractor, would be a breach of this clause 17.

17.4 Injunctive relief

The Contractor acknowledges that damages are not a sufficient remedy for Visit Victoria for any breach of this clause 17 and Visit Victoria is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this clause 17 by the Contractor, in addition to any other remedies available to Visit Victoria at law or in equity.

17.5 Confidentiality deed

- 17.5.1 If required by Visit Victoria, the Contractor must ensure that its Personnel authorised by it to have access to Visit Victoria Confidential Information sign a confidentiality deed in a form acceptable to Visit Victoria.
- 17.5.2 Without limiting the obligations set out in clauses 17.3 or 17.5.1, the Contractor must ensure that its Personnel observe the same degree of confidentiality and secrecy as the Contractor is bound under this Agreement.

17.6 Return or destruction of Visit Victoria Confidential Information

The Contractor must immediately on termination of this Agreement or on Visit Victoria's written request at any other time:

- 17.6.1 return all Visit Victoria Confidential Information provided to or obtained or accessed by the Contractor under this Agreement; or
- 17.6.2 destroy the Visit Victoria Confidential Information so that it is incapable of being accessed; and
- 17.6.3 provide a statutory declaration to Visit Victoria that all of the Visit Victoria Confidential Information has been returned or destroyed in accordance with this clause 17.6.

18. Privacy

18.1 Privacy Principles

The Contractor agrees to be bound by the Privacy Principles and any applicable Code of Practice with respect to any act done or practice engaged in by the Contractor under or in connection with this Agreement in the same way and to the same extent as Visit Victoria would have been bound by the Privacy Principles and any applicable Code of Practice in respect of that act or practice had it been directly done or engaged in by Visit Victoria.

18.2 Compliance with privacy laws

The Contractor must not collect, use, disclose, store, transfer or otherwise handle Personal Information collected in connection with the Services or this Agreement except to the extent reasonably necessary to perform its obligations under this Agreement, and only in compliance with the PDP Act and any other privacy Law applying to the Contractor.

18.3 Specific privacy obligations

Without limiting clauses 18.1 or 18.2, the Contractor must:

- 18.3.1 provide assistance, information and documents to Visit Victoria as required by Visit Victoria to comply with its obligations under the PDP Act;
- 18.3.2 comply with any directions made by the Office of the Victorian Information Commissioner or the Office of the Australian Information Commissioner that are relevant to or affect the Services or this Agreement;
- 18.3.3 not disclose Personal Information to any third party without the prior written consent of Visit Victoria; and
- 18.3.4 immediately notify Visit Victoria upon becoming aware of:
 - (a) a complaint alleging an interference with privacy; or
 - (b) any breach, or possible breach of any Law relating to privacy or of this clause 18.

18.4 Data protection

18.4.1 The Contractor must make itself aware of, and comply with, the requirements of the Protective Data Security Standards with respect to Public Sector Data as if it were a Public Sector Agency.

18.4.2 The Contractor must not transfer:

- (a) any Personal Information outside the United States of America; or
 - (b) any Public Sector Data outside Victoria, Australia,
- without the prior written approval of Visit Victoria.

19. Protection of Visit Victoria

19.1 Reputation

The Contractor must not do or omit to do anything which may:

- 19.1.1 damage, bring into disrepute or ridicule Visit Victoria's name, messages or reputation; or
- 19.1.2 attract public or media attention which may be prejudicial or otherwise detrimental to Visit Victoria's name, messages or reputation.

19.2 Advertising

The Contractor must not use Visit Victoria's name, logo or trademarks in any of the Marketing Material without the prior written consent of Visit Victoria.

19.3 Public statements

The Contractor must obtain Visit Victoria's written consent before making any public statement or publishing any media release relating to the Services or this Agreement (including in relation to the existence, termination or expiry of this Agreement) unless required to do so by Law in which case it must notify Visit Victoria in advance and consult with Visit Victoria as to the content of the public statement.

20. Intellectual Property Rights

20.1 Marketing Material

- 20.1.1 All Intellectual Property Rights in the Marketing Material vest in and are owned exclusively by Visit Victoria with effect from the date of creation.
- 20.1.2 The Contractor irrevocably and unconditionally assigns to Visit Victoria, including by way of an assignment of future Intellectual Property Rights, all of its Intellectual Property Rights in the Marketing Material on creation.
- 20.1.3 Visit Victoria grants the Contractor a non-exclusive, revocable, non-transferable, royalty-free licence for the Term to use the Marketing Material solely for the purpose of the Contractor providing the Services under this Agreement.

- 20.1.4 On request, or on expiry or termination of this Agreement, the Contractor must promptly provide Visit Victoria with a complete copy of the Marketing Material.

20.2 Existing Material

- 20.2.1 This clause 20.2 does not affect ownership of any Existing Material.
- 20.2.2 Visit Victoria grants the Contractor a non-exclusive, revocable, non-transferable, royalty-free licence for the Term to use the Visit Victoria Material solely for the purpose of the Contractor providing the Services under this Agreement.
- 20.2.3 The Contractor grants Visit Victoria a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence (including the right to sub-license) to use, copy, modify, reproduce, publish, adapt, distribute, communicate and exploit the Contractor Material to the extent necessary to allow Visit Victoria to enjoy the full benefit of the Services and the Marketing Material.

20.3 Managing Third Party IP Claims

- 20.3.1 Each party will promptly notify the other party if it becomes aware of any Third Party IP Claim.
- 20.3.2 The Contractor may conduct the defence of any Third Party IP Claim at its own cost, however must not make any settlement or consent to any judgment, order or verdict against Visit Victoria without Visit Victoria's prior written consent.
- 20.3.3 Without limiting any of Visit Victoria's rights, if a Third Party IP Claim is made, the Contractor will at its option, cost and without delay:
- (a) procure the right for Visit Victoria to continue to use the affected Materials;
 - (b) modify the affected Materials to make those Materials non-infringing; or
 - (c) replace the affected Materials with non-infringing Materials acceptable to Visit Victoria.
- 20.3.4 If the Contractor is unable to comply with clause 20.3.3 within 20 Business Days of being notified of a Third Party IP Claim, Visit Victoria may terminate this Agreement for breach under clause 26.2.1.

20.4 Moral Rights

- 20.4.1 The Contractor warrants that it has or will procure from all Personnel who have Intellectual Property Rights in the Marketing Material a written assignment of all of those Intellectual Property Rights as necessary to give effect to clause 20.1 and an irrevocable consent to Visit Victoria doing, or omitting to do, any act or omission in relation to any copyright works in the Marketing Material (including any act or omission which might otherwise have affected the Moral Rights of the Personnel).
- 20.4.2 On request from Visit Victoria, the Contractor must produce evidence to Visit Victoria of its compliance with clause 20.4.

20.5 Intellectual Property Rights warranty

The Contractor warrants and represents to Visit Victoria that:

- 20.5.1 Visit Victoria's use of the Marketing Material and any Contractor Material and Third Party Material incorporated in the Marketing Material will not infringe the Intellectual Property Rights of any person; and
- 20.5.2 it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in this clause 20.

21. Warranties

21.1 Services

The Contractor warrants and represents to Visit Victoria that:

- 21.1.1 it will perform the Services in a timely and professional manner in accordance with this Agreement using appropriately trained and experienced Personnel;
- 21.1.2 it will exercise all due care and skill in performing the Services and in any action undertaken for the purposes of or in connection with this Agreement, and will at all times act in a timely manner and in the best interests of, and to the benefit and advantage of, Visit Victoria;
- 21.1.3 it holds all permits, licences, authorisations and accreditations required for it to perform its obligations under this Agreement and the performance of its obligations under this Agreement will comply with such permits, licences, authorisations and accreditations;
- 21.1.4 it will perform the Services in a manner which is consistent at all times with best industry practice;
- 21.1.5 it will perform the Services in accordance with all applicable Laws and, on request, will provide evidence to Visit Victoria of such compliance; and
- 21.1.6 it has obtained any approvals, licences, permits, consents and authorisations required in connection with the use, display or distribution of Marketing Material by the Contractor or Visit Victoria.

21.2 Solvency and disclosure

The Contractor warrants and represents to Visit Victoria that:

- 21.2.1 it has full legal capacity and power to enter into and to perform its obligations under this Agreement;
- 21.2.2 it is not experiencing an Insolvency Event;
- 21.2.3 it has the financial, technical and management capabilities and the skill, facilities, capacity and sufficient accredited Personnel necessary to perform the Services;
- 21.2.4 all representations made by the Contractor in its Tender and during the RFT process were and remain accurate;
- 21.2.5 the information contained in the Tender was and remains true and correct; and
- 21.2.6 it has disclosed in writing to Visit Victoria prior to the Start Date:

- (a) any suit, cause of action, proceeding, application, claim or investigation (including any product liability or workers' compensation claim), whether current, pending, threatened or in prospect against the Contractor; and
- (b) the existence of any material breach or default or alleged material breach or default of any agreement, award or order binding on the Contractor,

that may adversely affect the Contractor's ability to perform any of its obligations under this Agreement.

21.3 Due diligence

The Contractor warrants and represents to Visit Victoria that:

- 21.3.1 it has had the opportunity and responsibility to conduct appropriate due diligence investigations in relation to its obligations under this Agreement before the Start Date; and
- 21.3.2 it has entered into this Agreement in reliance on its own investigations and does not rely on any information or documentation provided by or on behalf of Visit Victoria (including in the RFT) other than as expressly set out in this Agreement.

21.4 Duration

The warranties given by the Contractor in this Agreement are given with effect on the date of this Agreement and at all times during the Term.

21.5 Continuing disclosure

The Contractor must notify Visit Victoria in writing if anything happens or may happen that may affect any of the warranties given by Visit Victoria under this Agreement or the Contractor's ability to perform any of its obligations under this Agreement.

21.6 Reliance

The Contractor acknowledges that Visit Victoria has entered into this Agreement in reliance on the warranties given by the Contractor in this Agreement.

22. Insurance

22.1 Required Insurance Policies

22.1.1 The Contractor must effect and maintain:

- (a) the insurances specified in Item 5 of Schedule 1 (**Required Insurance Policies**); and
- (b) any other insurance policy on terms and conditions reasonably requested by Visit Victoria.

22.1.2 The Required Insurance Policies must be maintained at all times during the Term and for a period of six years after expiry or termination of this Agreement unless Item 5 of Schedule 1 states otherwise.

22.2 Requirements for Required Insurance Policies

The Contractor must:

- 22.2.1 obtain all Required Insurance Policies with a reputable insurer holding a minimum Standard and Poor's A rating;
- 22.2.2 ensure that each Subcontractor (if any) will maintain and effect insurance policies of the same, or substantially the same, type and extent and term as the Required Insurance Policies, unless otherwise agreed;
- 22.2.3 not do anything to invalidate an indemnity under any of the Required Insurance Policies; and
- 22.2.4 immediately notify Visit Victoria if:
 - (a) it loses insurance cover under a Required Insurance Policy; or
 - (b) an insurer refuses to indemnify it under a Required Insurance Policy.

22.3 Evidence

On signing of this Agreement and on each anniversary of the Start Date, the Contractor must provide evidence that the Required Insurance Policies have been effected and are being maintained.

22.4 Failure to maintain Required Insurance Policy

If the Contractor fails to maintain any Required Insurance Policy as required by this clause 22, Visit Victoria may:

- 22.4.1 suspend its obligation to make any further payment to the Contractor under this Agreement until Visit Victoria is satisfied that such insurance is in place and compliant, with the suspension to have effect from the date Visit Victoria provides written notice to the Contractor; or
- 22.4.2 terminate this Agreement with immediate effect by giving notice to the Contractor under clause 26.2.1.

23. Liability

23.1 Indemnity

Subject to clause 23.2, to the maximum extent permitted by Law the Contractor indemnifies and must at all times keep Visit Victoria indemnified from and against all Losses incurred or sustained by an Indemnified Party (including Losses incurred or sustained as a result of a third party Claim against an Indemnified Party) arising directly or indirectly from or in connection with this Agreement and:

- 23.1.1 a breach of this Agreement by the Contractor or its Personnel, including a failure to perform the Services or any delay in performing the Services;
- 23.1.2 any warranty given by the Contractor under this Agreement being incorrect or misleading in any way;
- 23.1.3 the performance of the Services or any activity directly or indirectly connected with the performance of the Services;
- 23.1.4 any act, error or omission by the Contractor or its Personnel in connection with the Services, including:

- (a) defamation;
- (b) misleading or deceptive conduct; or
- (c) breach by the Contractor of any of its confidentiality or privacy obligations under this Agreement;

23.1.5 a Claim by a third party for any death of or injury or disease to, any person caused or contributed to by the Contractor or its Personnel in connection with performing the Services;

23.1.6 any loss of or damage to any property, Visit Victoria Material or Marketing Material caused or contributed to by the Contractor or its Personnel in connection with performing the Services;

23.1.7 any unlawful, fraudulent, negligent or wrongful act or omission of the Contractor or its Personnel in connection with performing the Services; or

23.1.8 any breach of a Law by the Contractor or its Personnel.

23.2 Conditions applying to indemnity

23.2.1 The Contractor's obligation to indemnify an Indemnified Party under clause 23.1 will be reduced proportionally to the extent that a negligent act or omission of the Indemnified Party has directly caused the Loss.

23.2.2 If an indemnity payment is made by the Contractor under this clause 23.1, the Contractor must also pay to Visit Victoria an additional amount equal to any tax which is payable by the recipient in respect of that indemnity payment.

23.2.3 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties under this Agreement and is intended to be enforceable and to survive expiry or termination of this Agreement.

23.2.4 Each Indemnified Party must take all reasonable steps to mitigate any amounts payable pursuant to an indemnity.

23.2.5 It is not necessary for an Indemnified Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

23.2.6 The Contractor acknowledges and agrees that any indemnity under this Agreement in favour of an Indemnified Party other than Visit Victoria is held on trust by Visit Victoria and may be enforced or recovered by an Indemnified Party in any manner acceptable to Visit Victoria and the Indemnified Party.

23.3 Consequential Loss

Notwithstanding any other provision in this Agreement, neither party will have any liability to make any payment to the other party, by way of indemnity, damages or otherwise, in respect of any Consequential Loss incurred or suffered by the other party as a result of any act, omission or neglect of the first party.

23.4 Effect of legislation

Nothing in this Agreement is to be read as excluding, restricting or modifying the application of any legislation which cannot by Law be excluded, restricted or modified.

24. Dispute resolution

24.1 Dispute Notice

A party claiming that a Dispute has arisen must promptly give the other party a Dispute Notice.

24.2 Dispute resolution before court proceedings

24.2.1 Subject to clause 24.2.2, the parties must attempt to resolve all Disputes under this clause 24 before starting any court proceedings, other than court proceedings for interlocutory relief.

24.2.2 If a Dispute remains unresolved 60 Business Days after the Dispute Notice date, either party may commence court proceedings in relation to the Dispute.

24.3 Performance during a Dispute

Despite the existence of a Dispute, the parties must continue to perform their obligations under this Agreement.

24.4 No effect on right to terminate

This clause does not affect the rights of the parties to terminate this Agreement under clause 25.

24.5 Negotiation

24.5.1 The parties must attempt to resolve all Disputes by escalation through the following process:

- (a) within 10 Business Days of the Dispute Notice date, the Contract Managers must meet to discuss the Dispute; and
- (b) if the Dispute remains unresolved 20 Business Days after the Dispute Notice date, the Chief Executive Officer or Managing Director (or equivalent) of each party must meet to discuss the Dispute.

24.5.2 If the Chief Executive Officers or Managing Directors (or equivalents) of the parties are not able to resolve the Dispute within 20 Business Days of referral to them under clause 24.5.1(b), Visit Victoria may refer the Dispute to mediation in accordance with clause 24.6.

24.6 Mediation

If the Dispute is referred to mediation by Visit Victoria under clause 24.5.2:

- 24.6.1 the mediation will be administered by the Australian Disputes Centre (**ADC**) according to its mediation guidelines;
- 24.6.2 the parties will agree on a mediator within 10 Business Days of the referral, failing which the mediator will be determined by the ADC;
- 24.6.3 the parties must conduct the mediation within 20 Business Days of the mediator being appointed;
- 24.6.4 each party will pay its own costs in relation to attendance at, and participation in, the mediation; and

24.6.5 the cost of ADC and the appointed mediator will be shared equally between the parties.

24.7 Confidentiality

Any information or documents disclosed by a party during the Dispute resolution process:

24.7.1 must be kept confidential; and

24.7.2 may only be used to attempt to resolve the Dispute.

25. Anti-bribery and Corruption

25.1 No breach of law

By accepting this Agreement, the Contractor and any of its respective directors, officers, agents, shareholders or employees acting on behalf of the Contractor, certifies and represents that it has not taken any action that will, is, or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, money laundering or terrorism, including the *Criminal Code Act 1995* (Cth) (Australia), the *Foreign Corrupt Practices Act 1977* (US) and the *Bribery Act 2010* (UK).

25.2 No bribery

The Contractor has not, and covenants that it will not, in connection with the conduct of its business activities or delivery of the Services, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment, contribution, gift, reimbursement or other transfer of anything of value, or any solicitation, directly or indirectly: (i) to any individual including government officials; or (ii) to an intermediary for payment to any individual including government officials; or (iii) to any political party for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful, illegal or improper means.

25.3 Books and Records obligations

The Contractor has not, nor to the Contractor's knowledge, have any of the Contractor's directors, officers, agents, shareholders or employees acting on behalf of the Contractor established or maintained any unrecorded fund or asset for any purpose, or has made any false or artificial entries on any of its books or records for any reason.

25.4 Code of Conduct

Visit Victoria maintains an ethics program that includes a written code of conduct. Failure to comply with the Contractor's comparable ethics program and standards (a copy of which will be provided to Visit Victoria, upon request) shall be considered a material breach and shall be grounds for termination of this Agreement.

26. Termination

26.1 Termination for convenience

In addition to any other right it has to terminate this Agreement, Visit Victoria may terminate this Agreement at any time without cause and without needing to provide reasons by giving the Contractor a minimum of one month's notice in writing.

26.2 Termination by Visit Victoria

Visit Victoria may terminate this Agreement immediately by notice to the Contractor if:

- 26.2.1 sufficient funding to meet Visit Victoria's obligation to pay the Fees is not made available to Visit Victoria by the State Government or Visit Victoria's funding from the State Government is withdrawn for any reason;
- 26.2.2 there is a change in Law, government policy or a Ministerial direction given which affects Visit Victoria's ability to perform its obligations under this Agreement or which, in the opinion of Visit Victoria, has the effect of making the performance of the Services by the Contractor under this Agreement unviable, inappropriate or otherwise unsuitable;
- 26.2.3 the Contractor commits a breach this Agreement which, in the opinion of Visit Victoria, cannot be remedied (including any breach of a warranty given under this Agreement and breach of clauses 17, 18 and 19.1);
- 26.2.4 the Contractor commits a breach of this Agreement and the Contractor:
 - (a) fails to commence action to remedy the breach within 10 Business Days after Visit Victoria has served notice requiring it to do so; or
 - (b) having commenced action to remedy the breach, fails to complete that action as soon as possible and in any event, within 20 Business Days of Visit Victoria's notice;
- 26.2.5 an Insolvency Event occurs in relation to the Contractor; or
- 26.2.6 a Change in Control occurs in relation to the Contractor.

26.3 Termination by the Contractor

The Contractor may terminate this Agreement immediately by notice to Visit Victoria if Visit Victoria commits a breach of this Agreement and Visit Victoria:

- 26.3.1 fails to commence action to remedy the breach within 10 Business Days after the Contractor has served notice requiring it to do so; or
- 26.3.2 having commenced action to remedy the breach, fails to complete that action as soon as possible and in any event, within 20 Business Days of the Contractor's notice.

26.4 No compensation for termination

- 26.4.1 If this Agreement is terminated for any reason:
 - (a) the Contractor must immediately do everything possible to mitigate its Losses and Consequential Losses arising in connection with termination;
 - (b) subject to the Contractor having complied with clause 9.5, Visit Victoria must reimburse the Contractor for any Expenses that it has incurred before the date of the termination notice; and
 - (c) Visit Victoria must pay for all Services completed in accordance with this Agreement as at the effective date of termination.

- 26.4.2 Except as provided for in clause 26.4.1, Visit Victoria is not liable to the Contractor or its Personnel for any costs in connection with termination of this Agreement (including any Loss or Consequential Loss suffered or incurred by the Contractor in connection with termination) or for any further payment of Fees.

26.5 After termination or expiry

- 26.5.1 Within 10 Business Days of termination or expiry of this Agreement, the Contractor must provide to Visit Victoria all Marketing Material in the Contractor's possession or control and, if requested by Visit Victoria, must transfer to Visit Victoria (or its nominee) all contracts entered into by the Contractor in relation to the Services and all reservations for time, space or talent entered into by the Contractor with intention that they would be used in providing the Services.
- 26.5.2 Following termination or expiry of this Agreement, Visit Victoria will have the right to use the Marketing Material, including any incomplete Marketing Material, in Visit Victoria's future promotional, marketing and advertising activities and otherwise.
- 26.5.3 If required by Visit Victoria, the Contractor must, after termination or expiry of this Agreement, provide Visit Victoria with reasonable assistance to transition the Services to Visit Victoria or its nominee.
- 26.5.4 Assistance that Visit Victoria may require the Contractor to provide under clause 26.5.3 includes, to:
- (a) provide Visit Victoria with cooperation, assistance, advice, explanations and information as reasonably requested by Visit Victoria;
 - (b) undertake actions and execute deeds, documents and instruments as are necessary or desirable;
 - (c) comply with all of Visit Victoria's reasonable directions to ensure the completion and continuity of the Services during the transition;
 - (d) develop or modify, in consultation with Visit Victoria, a plan for ensuring continuity and an orderly transition of responsibilities regarding some or all of the Services;
 - (e) provide Visit Victoria with access to equipment and systems, documentation and training as required to ensure the completion and continuity of the Services during the transition;
 - (f) transfer data, documentation and records to Visit Victoria; and
 - (g) arrange or procure the secondment of suitably qualified Personnel of the Contractor.
- 26.5.5 Subject to the Contractor obtaining Visit Victoria's prior written approval, Visit Victoria will pay the Contractor for providing assistance under clause 26.5.3 on a Time and Materials Basis.

26.6 Surviving provisions

Termination or expiry of this Agreement will not affect:

- 26.6.1 any accrued rights or remedies of either party; or

- 26.6.2 the operation of clauses 7.5, 9.8, 13, 14, 17, 18, 19.1, 20, 22, 23, 26.4, 26.5, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.11, 27, 29 and this clause 26.6 or any other provision which, by its nature, are intended to survive termination or expiry of this Agreement.

27. Notices

27.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 27.1.1 personally on the person;
- 27.1.2 by leaving it at the person's current address for service;
- 27.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 27.1.4 subject to clause 27.2, by email to the person's current email address for service.

27.2 Certain restrictions on notices served by email

Any notice about or relating to clauses 24.1 or 25 must not be served by email.

27.3 Particulars for service

- 27.3.1 The particulars for service of each party are set out on page 1 of this Agreement under the heading 'Parties'.
- 27.3.2 Any party may change the address or email number for service by giving notice to the other parties.
- 27.3.3 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

27.4 Time of service

A notice or other communication is deemed served:

- 27.4.1 if served personally or left at the person's address, upon service;
- 27.4.2 if posted within Australia to an Australian address, 2 Business Days after posting and in any other case, seven Business Days after posting;
- 27.4.3 if posted to an address in a different country, 10 Business Days after posting;
- 27.4.4 if served by email, subject to clause 27.4.5, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient; and
- 27.4.5 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

28. General

28.1 Priority of Agreement documents

If there is any inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority:

28.1.1 clauses 1 to 29;

28.1.2 in relation to a Purchase Order Contract, the applicable:

(a) Request for Project Services;

(b) Approved Quote; and

28.1.3 the Schedules to this Agreement (in numerical order); and

28.1.4 any other documents created under this Agreement or incorporated into it by reference.

28.2 Amendment

This Agreement may only be varied or replaced by the agreement of the parties in writing.

28.3 Entire understanding

This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

28.4 Further assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

28.5 Legal costs and expenses

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Agreement and other documents referred to in it, unless expressly stated otherwise.

28.6 Waiver and exercise of rights

28.6.1 A right relating to this Agreement may only be waived by a written notice signed by the party waiving the right. A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

28.6.2 No party will be liable for any Loss incurred by the other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

28.7 Rights and remedies

The rights and remedies conferred on a party by this Agreement are in addition to all other rights and remedies of that party.

28.8 Assignment

- 28.8.1 The Contractor must not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Visit Victoria.
- 28.8.2 Visit Victoria may assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the Contractor to any State government department, administrative office or other entity in the event of a State government restructure or other reorganisation. The Contractor must execute such documents and do such things as Visit Victoria may reasonably require to give effect to any such assignment, novation or transfer by Visit Victoria.

28.9 Insolvency Event or Change in Control

The Contractor must immediately notify Visit Victoria in writing:

- 28.9.1 if it experiences an Insolvency Event or Change in Control; or
- 28.9.2 of any proposed restructuring of the Contractor which may affect the Contractor's relationship with Visit Victoria, including any merger with or acquisition of another entity or any sale of part or all of the Contractor's assets and/or liabilities.

28.10 Good faith

- 28.10.1 The Contractor must perform its obligations under this Agreement in good faith, and in the best interest of Visit Victoria.
- 28.10.2 For the purpose of clause 28.10.1, good faith means acting fairly, reasonably, honestly and with integrity at all times.

28.11 No merger

The warranties, undertakings, agreements and continuing obligations in this Agreement do not merge on completion.

29. Interpretation

29.1 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

29.2 Consents and approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of Visit Victoria or is within the discretion of Visit Victoria, the consent or approval may be given or the discretion exercised conditionally or unconditionally or withheld by Visit Victoria in its absolute discretion unless express provision to the contrary is made.

29.3 Persons

In this Agreement (unless a contrary intention appears), a reference to:

- 29.3.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;

29.3.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and

29.3.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or Contractor, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

29.4 Joint and several

If the Contractor consists of more than one person, this Agreement binds them jointly and each of them severally.

29.5 Legislation

In this Agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

29.6 This Agreement, clauses and headings

In this Agreement (unless a contrary intention appears):

29.6.1 a reference to this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;

29.6.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this Agreement all of which are deemed part of this Agreement;

29.6.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;

29.6.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Agreement;

29.6.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

29.6.6 where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation';

29.6.7 a reference to conduct includes an omission, statement and undertaking, whether or not in writing;

29.6.8 a reference to a year or a month is to a calendar year or calendar month respectively; and

29.6.9 the singular includes the plural and vice versa.

29.7 Severance

29.7.1 If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

29.7.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.

29.8 Counterparts

This Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.

29.9 Currency

In this Agreement, a reference to '\$' or 'dollars' is a reference to Australian dollars.

29.10 Business Day

If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

29.11 Rule of construction

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it prepared or put forward this Agreement or any part of it.

Schedule 1 Agreement details

Item	Description	Details
1.	Start Date	As notified by Visit Victoria to the Contractor in writing.
2.	Initial Term	Two years from the Start Date
3.	Optional Terms	One year
4.	Contract Managers	Visit Victoria David Evans Email: david.evans@visitvictoria.com.au Contractor Julie Averay Cuesta Email: jcuesta@myriadmarketing.com
5.	Insurance	Public liability Insured amount: US\$2,000,000 Policy #: 3606-45-76 Great Northern Insurance Company Professional indemnity Insured amount: US\$5,000,000 Policy #: P 001 000221115-02 Axis Workers compensation The amount required by applicable State or Territory Laws. Insured Amount: US\$1,000,000 Policy #: 7183-32-26 Chubb Indemnity Insurance
6.	Key Personnel	EVP, Managing Director Account Supervisor Snr. Account Executive Account Coordinator

Schedule 2 Retainer Services and Service Levels

1. Timing

- 1.1 From the State Date until a date to be determined by Visit Victoria, the Contractor will provide the Reduced Retainer Services.
- 1.2 At quarterly intervals from the Start Date for the Term (unless otherwise advised by Visit Victoria), Visit Victoria will:
 - 1.2.1 review the Retainer Services being provided (whether the Reduced Retainer Services or the Complete Retainer Services), taking into account the market outlook; and
 - 1.2.2 provide the Contractor with 30 days' written notice of whether the Contractor must continue to provide or begin providing, as applicable, the Reduced Retainer Services or the Complete Retainer Services.

2. Reduced Retainer Services

The Reduced Retainer Services include:

Account Management

- Delivery of regular work-in-progress reports (monthly) and facilitation and attendance at work-in-progress meetings (bi-weekly)
- Delivery of monthly activity reports including:
 - political/economic climate update and developments on the media landscape;
 - consumer insights and intelligence;
 - activities undertaken by the Agency on behalf of Visit Victoria during the period; and
 - on-going media relations activities.

News Bureau

The Contractor will be required to:

- Maintain an active news bureau providing destination news, trends and product information about Melbourne, Victoria and Visit Victoria's initiatives.
- Monitor travel trade and lifestyle publications for pertinent industry news.
- Supply Visit Victoria with ongoing competitive activity monitoring — provide updates on key activities of competitor tourism offices in the USA impacting Melbourne and Victoria.
- Monitor media publications for press coverage.
- Identify and establish Tier 1 & Tier 2 media list and maintain a current media mailing and contact list, inclusive of media profiles.
- Generate a minimum of 1-2 editorial pitches per month based on content provided by Visit Victoria head office or content developed by agency.

- Evaluate and provide advice on requests for editorial assistance and action in accordance with Visit Victoria strategies and approved budget.
- Control and distribute Visit Victoria content including stock footage, videos, images, press kits, and fact sheets.
- Assist Visit Victoria with issue management by monitoring media publications and providing a media report upon request.
- Provide monthly press clippings report from Visit Victoria/PR Agency generated publicity in accordance with the Media Reporting Manual in Annexure 1.

Media materials/content

The Contractor will be required to:

- Ensure that all agency staff are fully updated on Visit Victoria's in market strategy and marketing plans, Visit Victoria's Brand and Victorian product knowledge and trends.
- Develop and distribute destination content to generate favourable media coverage about Victoria's key destinations, experiences, news and events in line with Visit Victoria's brand pillars and strategic marketing plans.
- Work with Visit Victoria in the USA on leveraging trade or third-party partnership campaigns and promotions by aligning messaging with pitches to media.

Reduced Retainer services (hours per month) include:

Account Head Hours		
Job Title (Add / remove lines as necessary)	Description of responsibilities related to this contract for each role that will be held with the contractor	Hours Per Month
EVP, Managing Director	Strategic Planning and Account Oversight	2
Account Supervisor	Day to day client contact and account lead Strategic planning, team management, project management	10
Senior Account Executive	Day to Day Client Contact Project delivery including media relations, trip planning, press material development	15
Account Coordinator	Project delivery including media relations, media monitoring and reporting	25
TOTAL		52

3. **Complete Retainer Services**

The Complete Retainer Services include:

Strategic Planning

The Contractor will be required to:

- Develop and implement an integrated communications plan (annually) to actively support Visit Victoria's strategic marketing objectives in the United States and Canada.
- Ensure that all communications activities proposed should aim to increase awareness, aspiration and intention to travel among target audiences.
- Ensure that all plans align with Brand Melbourne and Victoria guidelines and agreed and approved Strategic Marketing Plans; while also focused on maintaining and increasing Victoria's share of voice against competitor destinations; and
- Agree to and ensure delivery of all activities in accordance with Visit Victoria's annual KPI's.
- Development of key messages for Visit Victoria's use in market.

The annual PR plan provided by the Contractor must demonstrate how strategic objectives will be achieved through:

- Creative planning.
- Media liaison and news bureau work.
- Integrating publicity programs with other Visit Victoria and Tourism Australia marketing initiatives.
- Management of media visits with and without Tourism Australia, including IMHP visits.
- Co-operative arrangements with non-traditional and traditional partners
- Maximizing opportunities presented by media and commercial partners including evaluating and providing input into major broadcast initiatives.
- Conceptualize and execute promotional activities as required.

Account Management

The Contractor will be required to provide full client services including but not limited to:

- Delivery of regular work-in-progress reports and facilitation and attendance at work-in-progress meetings.
- Conduct desksides (when appropriate) and pitching meetings to be planned and executed by the contract
- Third party liaison where required.
- Delivery of monthly activity reports including:
 - political/economic climate update and developments on the media landscape;
 - consumer insights and intelligence;
 - activities undertaken by the Agency on behalf of Visit Victoria during the period; and
 - on-going media relations activities.

News Bureau

The Contractor will be required to:

- Maintain an active news bureau providing destination news, trends and product information about Melbourne, Victoria and Visit Victoria's initiatives.
- Monitor travel trade and lifestyle publications for pertinent industry news.
- Supply Visit Victoria with ongoing competitive activity monitoring — provide updates on key activities of competitor tourism offices in the USA and Canada impacting Melbourne and Victoria.

- Monitor media publications for press coverage.
- Identify and establish Tier 1 & Tier 2 media list and maintain a current media mailing and contact list, inclusive of media profiles.
- Generate at least four editorial pitches per month based on content provided by Visit Victoria head office or content developed by agency.
- Evaluate and provide advice on requests for editorial assistance and action in accordance with Visit Victoria strategies and approved budget.
- Control and distribute Visit Victoria content including stock footage, videos, images, press kits, and fact sheets.
- Assist Visit Victoria with issue management by monitoring media publications and providing a media report upon request.
- Provide monthly press clippings report from Visit Victoria/PR Agency generated publicity in accordance to the Media Reporting Manual in Annexure A.
- Retainer fees include all media monitoring costs.

Media / Influencer Relations

The Contractor will be required to:

- Maintain strong contacts and influence with top tier travel and lifestyle media.
- Actively target regional outlets beyond main media hubs of LA, NYC in line with target DMA's for Visit Victoria.
- Develop proactive media pitching plans leveraging news cycles and seasonal editorial opportunities to communicate Melbourne and Victoria brand pillars.
- Proactively explore and recommend opportunities presented by changing media/consumer environments, such as cable TV, subscription networks, interactive media, influencers.
- Hold press conferences, media meetings and speaking engagements for senior Visit Victoria executives (ad hoc basis).
- Keep abreast of important and current events relating to Melbourne and Australia tourism.
- Manage and evaluate all USA media enquiries and opportunities throughout the Term.

Media materials/content

The Contractor will be required to:

- Ensure that all agency staff are required to keep abreast of Victorian product knowledge and trends including consistent monitoring of the Visit Victoria Media Hub, attending Visit Victoria webinars (where applicable) and meeting with product on in-market visits and trade shows.
- Develop and distribute destination content to generate favourable media coverage about Victoria's key destinations, experiences, news and events in line with Visit Victoria's brand pillars and strategic marketing plans.
- Develop media kits/fact sheets/key messaging where required for trade and consumer events, campaigns and other activities.
- Work with Visit Victoria in the USA on leveraging trade campaigns by aligning messaging with pitches to media, which could be in conjunction with partners.

Media familiarisations

The Contractor will be required to:

- Target and accredit appropriate candidates for inclusion in media familiarization(s).

- Briefing and debriefing of journalists, liaising with Visit Victoria's regional and head office in detailing story angles, designing itineraries and organising international air flights (ground arrangements are booked by Visit Victoria).
- Maintain contact with journalists who have previously visited Melbourne, Victoria and where possible maximise use of material resulting from such visits.
- Strictly adhere to Visit Victoria's familiarisations processes and timelines.

Media/consumer events/activation

The Contractor will be required to:

- Coordinate media, influencer, and/or consumer event(s)/activation(s) on behalf of Visit Victoria to maximise publicity for the destination – Melbourne and Victoria. This includes:
 - Event conceptualisation, production and management.
 - Guest list management.
 - Drafting all necessary written materials for the event (speeches, press releases).
 - Coordinate and conduct other events as required (which may include: press conferences, media meetings, industry events and speaking engagements for senior Visit Victoria executives and Regional Manager as required).

Reporting*

The Contractor will be required to:

- Deliver to Visit Victoria a monthly clippings spreadsheet by the 25th of every month.
- Upload monthly clippings on the media results website.
- Deliver to Visit Victoria a monthly WIP report to Regional Manager on existing activity.
- Keep an up-to-date tracked and shareable document/spreadsheet (preferably online) detailed current/past pitches, coverage, opportunities etc.

Complete retainer services include (hours per month)

Account Head Hours		
Job Title (Add / remove lines as necessary)	Description of responsibilities related to this contract for each role that will be held with the contractor	Hours Per Month
EVP, Managing Director	Strategic Planning and Account Oversight	4
Account Supervisor	Day to day client contact and account lead Strategic planning, team management, project management	20
Senior Account Executive	Day to Day Client Contact Project delivery including media relations, trip planning, press material development	30
Account Coordinator	Project delivery including media relations, media monitoring and reporting	50
TOTAL		104

*Please refer to Annexure 1 for the Media Reporting Manual for further details of required reporting.

Schedule 3 Fees

1. Retainer Fee

1.1 Subject to paragraph 1.3.2 below, the Retainer Fee payable by Visit Victoria is:

1.1.1 for each month that the Reduced Retainer Services are provided: US \$7,072 per month (as at the Start Date);

1.1.2 for each month that the Complete Retainer Services are provided: US \$14,144 per month (as at the Start Date).

As at the Start Date, it is anticipated that for each year, except the first year of the Term, the Retainer Fee will be US \$169,728 per annum.

1.2 In accordance with clause 9.3.1(a), the Retainer Fee is payable monthly in arrears on the 30th day of each month. The monthly amount payable by Visit Victoria is set out in paragraph 1.1 above.

1.3 The Retainer Fee is:

1.3.1 payable for performance of the Retainer Services; and

1.3.2 exclusive of GST/VAT.

2. Rate Card

2.1 The rates set out below will be used by the Contractor to calculate the cost of Project Services required by Visit Victoria.

Rate card	Additional services outside of services contracted under retainer costs that will apply for the Term of the Agreement (maximum 3 years).			
<i>*Adjust titles as required</i>	<i>*All fees must be fully costed head hour rates</i>	Rate (excl. GST)	GST	Total
VP, Strategy	Project Service Rate	USD \$200		USD \$200
VP, Strategic Partnerships	Project Service Rate	USD \$250		USD \$250
VP, Experiential	Project Service Rate	USD \$200		USD \$200
Director, Social Media	Project Service Rate	USD \$200		USD \$200

Signing Page

Executed by the parties as an agreement:

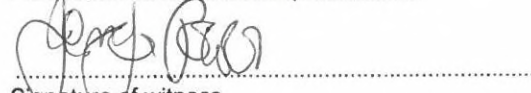
Signed for and on behalf of **Visit Victoria Limited**)
ACN 611 725 270 by its authorised representative in)
the presence of:



Signature of authorised representative

BRENDAN McCLEMENTS

Print name of authorised representative



Signature of witness

4-3-21

Date

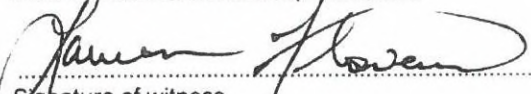
Signed for and on behalf of **Myriad International**)
Marketing Fed Tax ID 81-4471826 by its authorised)
representative in the presence of:



Signature of authorised representative

Henry McClements

Print name of authorised representative



Signature of witness

2/11/21

Date

Annexure 1 – Media Reporting Manual

VISITING INFLUENCERS AND MEDIA PROGRAM

MEDIA REPORTING MANUAL

1. OVERVIEW
2. AUSTRALIAN FINANCIAL YEAR
3. MONTHLY REPORTING DEADLINES
4. WHAT YOU CAN CLAIM AND WHAT YOU CAN'T
5. MEDIA ANALYSIS SPREADSHEET
6. FILLING IN THE SPREADSHEET
7. SHAREPOINT UPLOAD CLIPPINGS PROCEDURE
8. COVERAGE GENERATED BY TOURISM AUSTRALIA'S IMHP

OVERVIEW

Visit Victoria, in conjunction with media analysts isentia has created a standardised Microsoft Excel spreadsheet to log media clippings generated by our offices and PR agencies as part of the Visiting Influencers and Media Program (VIMP).

The information provided on this spreadsheet, combined with the matching press clippings, is used by isentia to produce quarterly reports on the media coverage generated.

These reports show Visit Victoria what key messages, regions and experiences are being generated in the media by each office or agency, and whether the coverage supports the marketing and PR strategies designed for that market.

Visit Victoria representatives or offices who generate their own independent media coverage without a PR agency must also use this spreadsheet and instruction manual when submitting their monthly reports to the International Marketing team, regardless of whether isentia produces a media analysis report for that market.

AUSTRALIAN FINANCIAL YEAR

The Australian Financial Year, which runs from July 01 to June 30, is divided into quarters.

Q1 = July, August, September

Q2 = October, November, December

Q3 = January, February, March

Q4 = April, May, June

isentia produces quarterly Media Analysis reports based on the above monthly breakdowns. Visit Victoria also reports to Government on its KPIs on a quarterly basis.

To assist this process, please provide rolling numbers for your clippings for the entire financial year. Begin numbering the clips at No.1 from the start of Q1 (July) and continue this numbering system until the end of Q4 (June) the following year.

MONTHLY REPORTING DEADLINES

In order to ensure isentia reports are produced within a month of the quarter end, we will be supplying the clippings to them on a monthly basis. Agencies should have all clippings listed in the spreadsheet by the 25th of each month with the corresponding clipping uploaded into the media results website.

This deadline will mean that clippings published very late in the month will need to be logged in the following monthly report. This is perfectly fine. **ONLY CLIPPINGS THAT ARE LISTED ON THE SPREADSHEET WILL BE USED FOR THE REPORTS AND AGENCIES SHOULD ONLY INCLUDE A CLIPPING IN THE SPREADSHEET IF IT IS UPLOADED INTO MEDIA RESULTS.**

Visit Victoria's media analysts, isentia, will collect the data directly from the spreadsheets at the beginning (1st or 2nd) of each month. Those markets that have not managed to make the deadline should be held over until the following month.

Once isentia has analysed the clips and produced their quarterly report, Head Office will forward the report to the relevant Regional Manager.

WHAT YOU CAN CLAIM AND WHAT YOU CAN'T

For analysis purposes you can only claim genuine media coverage that has been generated by a publication or program in response to PR work you have done - e.g. stories directly generated from famils, media pitches, events held-in market, media releases or newsletters.

You cannot claim the \$ value of sending out a media release or newsletter; however if a story is generated from that media release or newsletter then you can claim that. Similarly, you cannot claim the \$ value of placing an advertisement on TV; however if someone writes a story about that advertisement then you can claim that story.

You cannot claim the \$ value for things that you directly paid for - even if you only paid a small amount. That includes an advertorial-style article in a magazine, a cooperative marketing advertisement, or a custom-published booklet inserted into a newspaper or magazine.

Our media analysis reports aim to tell us what "free" coverage you have achieved, through PR means alone. This includes coverage generated from a famil; while a famil does incur costs to us we still claim the resulting coverage as we have little or no control over what the journalist will write, how much they will write and whether they will ultimately write anything positive at all.

MEDIA ANALYSIS SPREADSHEET

All clippings data and clips are kept on a shared platform owned by Visit Victoria called [Sharepoint](#).

All users of this site need to be added by Visit Victoria head office.

Please use only the Excel spreadsheet provided by Visit Victoria to log your clippings and update this spreadsheet on a monthly basis.

Please do not alter the spreadsheet or its columns in any way as this makes it difficult for isentia to analyse. It also makes it difficult for Visit Victoria to compile all its market information into one document, which we are required to do for our own reporting procedures.

This spreadsheet should only be used to list media results independently and genuinely generated by the PR agency, marketing representative or office doing their own media relations.

It should not include items generated by a third party. It should not include coverage gained through working with Tourism Australia on their IMHP (International Media Hosting Program). All IMHP coverage and results are supplied using a different spreadsheet supplied by Visit Victoria Head office and should be submitted to Head Office on a quarterly basis. See separate section on this.

Coverage solely generated by our contracted PR agencies or overseas offices is to be referred to as VIMP coverage.

FILLING IN THE SPREADSHEET

You will see that the spreadsheet has tabs along the bottom which list the months of the Australian financial year.

Please enter details about the media clips you have generated for the month under the relevant monthly tab.

When the next month commences, please click the relevant monthly tab on the bottom of the spreadsheet and begin entering the next batch of clips, *continuing the numbering system from the previous month*. When that month ends and all clips have been entered, please send the spreadsheet again, now containing all the new information.

This enables Visit Victoria to have all the financial year's clips for each market available on one Excel spreadsheet. The numbering system should start with No. 1 at the start of the financial year (July) and continue to roll on until the end of that financial year (June).

Please DO NOT alter/add clippings information for previous months once that quarter has been sent to us for analysis as the new information/articles will not be processed. Add any clips which were missed to the next month's report.

While ideally all clips submitted for a particular quarter would have been published in that quarter, we understand that this is not always possible.

Please do take extra care to check that your clippings on the spreadsheet correspond exactly to the clips uploaded into Sharepoint, that the numbers are the same, that there are no missing number sequences and that all are labelled the same.

Step-by-Step Guide to filling in the Spreadsheet columns

Market

Please list your market (country) name, e.g. France, China, UK etc choosing from the drop-down list.

Item #

Please give each clip a unique item number, which rolls on for the entire Australian financial year (July 01-June 30). Make sure you match this with the number given to the generated clipping. E.g. number your clips for the whole year from 1 to 100 and give them exactly the same number on the spreadsheet.

Category

Tell us how the clip was generated. Choose the appropriate category from the drop-down menu, e.g. Famil, Event In-market, Media Relations, Newsletter, Press Release.

Media Type

Select a media type from the drop-down menu: Newspaper, Magazine, Radio, TV or Online.

Publication

State the publication, program name or website. For websites, provide the full URL address.

Headline

Write the full headline, exactly as it appears on the clipping.

If your language uses the same characters as English, please write the full headline in your own language. Do not translate the headline. E.g. write "Melbourne al negozio in ascensore".

If your language uses different characters to English, please write the headline using your own script if possible, AND also include an English translation.

Journalist

State the journalist's name or leave it blank if the author is unknown.

Date of Publication

When did the article/program appear? Monthly publications may be put down as the first day of the month. Enter the date using this format exactly: dd/mm/yyyy; or 08/11/2011. Failure to do this causes formatting problems and potential crashing of the spreadsheet.

Do not use full stops/points between days, months and years as this is not recognised by Excel.

Circulation

Print: List the circulation figures as provided by the publication. Please specify if daily, weekly, monthly or quarterly figures. Please confirm if publication is audited and the name of the auditing bureau.

Broadcast: List the size of the audience that has watched (TV) or listened (radio) to the program. Repeated or syndicated programs can be included.

Online: Provide the monthly unique browsers. This applies to commercial websites as well as blogs. For podcasts, try to source the number of times the podcast has been downloaded for the month – but if this isn't available provide us with unique monthly browsers for the site.

If the circulation is unknown, please enter 0 in the column. A note about this can be included in the Comments column if necessary. In order to retain a level of consistency and to ensure circulation for online is kept to a realistic figure, we will be using google ad planner (<http://www.google.com/adplanner>) This tool can be used by anyone and includes most online media and blogs with more than 10K visits a month.

Please DO NOT use the overall monthly users for an entire network (e.g. MSN, Sina Weibo, Yahoo) but endeavour to obtain the specific details for the section in which your article appears. There is often a massive difference in monthly unique browsers between the two. Should the breakdown not be available, as a rule of thumb divide the entire audience viewers by 4 to obtain a more realistic reader number.

Item AVE in Local Currency

Please calculate the advertising value for the specific clip in your local currency, based on the size of the item.

Print: Use the full-page AVE (see above) to calculate the value of the clipping. For example, if the article is 0.5 of a page and a full-page ad costs \$1000, then the item AVE value is \$500. If the article is two pages long, the AVE value is \$2000.

Broadcast: Please use the cost of a 30-second advert to calculate the AVE value, based on the length of the broadcast. For example, if the TV segment is two minutes' long and the cost of a 30-second ad is \$50,000, the AVE for the segment is \$200,000.

Item AVE in \$AUD

Using the Average Exchange Rate function on Oanda – see www.oanda.com/currency/average please calculate the average advertising rate at the beginning of each financial year to find your annual exchange rate and then calculate the advertising equivalent rate for the specific clip in Australian dollars. Use numbers only in this field – do not include the words "\$AUD".

** For ease of processing and simplicity we will use the same exchange rate for the entire year.

Strategic Partners

This column has been added so that we can clearly identify publicity achieved for our key partners and report back accordingly. There are three strategic partners identified, these are the only partners that we are recording information for. List either one or all of the three partners listed formatted exactly as specified in the instructions separated by a comma if necessary.

Comments

Use this column to write any extra comments you have about the specific clip. Do not write comments in any other column. Also use this column to record any URL links for video or audio files that are not able to be uploaded into media results.

VISIT VICTORIA INTERNATIONAL MEDIA SHAREPOINT CLIPPINGS PROCEDURE

All clippings must be uploaded into this dedicated section of [Visit Victoria's sharepoint drive](#).

Every single clipping must be clearly labelled with a unique number that matches the number you have given that clipping on the Excel spreadsheet. Items should be given *rolling numbers for the entire financial year*, starting with Number 1 at the beginning of Q1 (July) and ending the numbering at the completion of Q4 (the following June).

* First save the clip and name it using the following file-naming convention:

Item number-Headline-Appearance Date (YYYYMMDD)

E.g.: 23-Beautiful Melbourne-20091107

* Next, please upload each clipping into the relevant country, year, quarter and month in the clippings section of the dedicated [sharepoint platform](#).

E.g.: Documents > 2. Clippings > Americas > 2019-20 > Q1 - January

Video and Audio Files

Video and audio files should ideally be submitted in the same way as print and online. Or if the actual clip is not available, via a weblink/URL clearly noted on the monthly spreadsheet.

COVERAGE GENERATED BY TOURISM AUSTRALIA'S IMHP

A separate spreadsheet in the [sharepoint platform](#) has been developed to collect this data. The spreadsheet is called the IMHP Master Spreadsheet. Clippings will need to be recorded into the spreadsheet and submitted to Head Office on a quarterly basis on the following dates.

Q1 – 30 September

Q2 – 31 December

Q3 – 31 March

Q4 – 30 June

Clippings should only be included on the spreadsheet AFTER the item has already been published or broadcast in market. This information should generally be available from your in-market Tourism Australia PR representative or directly from the media in question.

Information can also be obtained via Tourism Australia's publicity website should you not have regular reports from your in-market rep, however it is the responsibility of each market to ensure that the information provided on this website is accurate in terms of providing coverage on Victoria plus circulation, AVE and other details.

Tourism Australia's publicity website is www.publicity.australia.com

The username is: tourismvictoria

The password is: victoria

The IMHP Master Spreadsheet template is a streamlined version of the VIMP spreadsheet. As isentia will not be undertaking full media analysis of the publicity generated by IMHP we do not need to record the same level of detail for these clippings. These clippings do NOT need to be collected and uploaded onto Media Results as they are available on www.publicity.australia.com and we do not have legal rights to re-publish these articles.

Step-by-Step Guide to filling in the Spreadsheet columns

Market

Please list your market (country) name, e.g. France, China, UK etc choosing from the drop-down list.

Media Type

Select a media type from the drop-down menu: Newspaper, Magazine, Radio, TV or Online.

Media Name

State the publication, program name or website. For websites, provide the full URL address.

Headline

Write the full headline, exactly as it appears on the clipping.

If your language uses the same characters as English, please write the full headline in your own language. Do not translate the headline. E.g. write "Melbourne al negozio in ascensore".

If your language uses different characters to English, please write the headline using your own script if possible, AND also include an English translation.

Journalist/ Producer

State the journalist / production company name or leave it blank if the author is unknown.

Date of Visit

Dates that IMHP media visit started and ended. E.g. 01/02/2012 - 4/02/2012. Please use date format consistent with this example.

Date of Publication / Broadcast

When did the article/program appear? Monthly publications may be put down as the first day of the month. Enter the date using this format exactly: dd/mm/yyyy; or 08/11/2011. Failure to do this causes formatting problems and potential crashing of the spreadsheet.

Do not use full stops/points between days, months and years as this is not recognised by Excel.

Circulation:

Print: List the circulation figures as provided by the publication. Please specify if daily, weekly, monthly or quarterly figures.

Broadcast: List the size of the audience that has watched (TV) or listened (radio) to the program. Repeated or syndicated programs can be included.

Online: Provide the monthly unique browsers. This applies to commercial websites as well as blogs. For podcasts, try to source the number of times the podcast has been downloaded for the month – but if this isn't available provide us with unique monthly browsers for the site.

If the circulation is unknown, please enter 0 in the column. A note about this can be included in the Comments column if necessary. Google ad planner (<http://www.google.com/adplanner>) can be used to find unique monthly browser should you not have these details. This tool can be used by anyone and includes most online media and blogs with more than 10K visits a month.

Please DO NOT use the overall monthly users for an entire network (e.g. MSN, Sina Weibo, Yahoo) but endeavour to obtain the specific details for the section in which your article appears. There is often a massive difference in monthly unique browsers between the two. Should the breakdown not be available, as a rule of thumb divide the entire audience viewers by 4 to obtain a more realistic reader number.

Item AVE in \$AUD

Using the Average Exchange Rate function on Oanda – see www.oanda.com/currency/average please calculate the average advertising rate at the beginning of each financial year to find your annual exchange rate and then calculate the advertising equivalent rate for the specific clip in Australian dollars. Use numbers only in this field – do not include the words "\$AUD".

** For ease of processing and simplicity we will use the same exchange rate for the entire year.

Regions Covered

As we will not be analysing this coverage for regional information using MBP, please use this column to identify which regions the IMHP has included in the publicity. List all regions included in the publicity using the name of the region EXACTLY as specified in the below list separated by a comma. Melbourne, DMR, Gippsland, Goldfields, Grampians, GOR, High Country, Phillip Island, Murray, YV&DR, Mornington Peninsula.

Strategic Partners

This column has been added so that we can clearly identify publicity achieved for our key partners and report back accordingly. There are three strategic partners identified, these are the only partners that we are recording information for. List either one or all of the three partners listed formatted exactly as specified in the instructions separated by a comma if necessary.

Comments

Use this column to write any extra comments you have about the specific clip. Do not write comments in any other column. Also use this column to record any URL links for video or audio files.